

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT

CONTRACT VENDOR(S)

\*\*\*\*\*  
\* PRICE AGREEMENT \*  
\*\*\*\*\*

TREE CUTTING, PRUNING AND REMOVAL

( 1)-5024731 505-899-6666  
BACA'S TREES INC  
7933 EDITH BLVD NE

ALBUQUERQUE NM 87113-0000

TAX-ID NUMBER: 850356376

P.A. NUMBER: 60-805-03-18570  
COMMODITY 27776  
CODE(S):

BUYER: ELIZABETH OLONA *280*  
(505) 476-3056

SEALED BID OPENING \* FORMAL  
STATE PURCHASING AGENT'S OFFICE  
DATE: 12/14/05  
\*\*\*\*\*

PAYMENT TERMS: NET 30  
FOB: DESTINATION  
DELIVERY: 14 DAYS

SHIP TO:  
NMDOT  
DISTRICT 3  
VARIOUS LOCATIONS/RIGHT-OF-WAYS  
AS REQUIRED NM 87109-0000

THIS PRICE AGREEMENT IS MADE SUBJECT  
TO THE TERMS AND CONDITIONS SHOWN  
ON THE REVERSE SIDE OF THIS PAGE  
AND PAGE 2.

INVOICE/BILL TO:  
NMDOT  
DISTRICT 3 PURCHASING  
P.O. BOX 91750  
ALBUQUERQUE NM 87199-1750

THE TERM OF THIS PRICE AGREEMENT SHALL BE DEC 21, 2005 THRU DEC 20, 2006.

CONTACT PERSON FOR DELIVERY INSTRUCTIONS OF ITEM(S) ON THIS  
PRICE AGREEMENT: MICHAEL GENTRY 505-841-2777

ACCEPTED FOR THE STATE OF NEW MEXICO

*Elizabeth S. Olona*  
NEW MEXICO STATE PURCHASING AGENT DATE: 12/20/05

PURCHASING DIVISION  
JOSEPH MONTOYA BLDG, RM. 2016  
1100 ST. FRANCIS DR. 87505  
P.O. BOX 26110  
SANTA FE, NEW MEXICO 87502-0110

*mm*

STATE OF NEW MEXICO  
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**TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
  - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
  - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
  - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **All bid items are to be NEW and of most current production, unless otherwise specified.**
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this {Agreement} may be terminated by the contracting agency.
18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

GSD/PD 002-A6 (Rev. 12/91)

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**ARTICLE I - STATEMENT OF WORK**

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under **ARTICLE IX - Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement. The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**ARTICLE II - TERM**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

**ARTICLE III - SPECIFICATIONS**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

**ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in **ARTICLE II - TERM**. The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**ARTICLE V - TERMINATION**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS**.

**ARTICLE VI- AMENDMENT**

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

**ARTICLE VII - ISSUANCE OR ORDERS**

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

**ARTICLE VIII - PACKING (IF APPLICABLE)**

Packing shall be in conformance with standard commercial practices.

**ARTICLE IX - PRICE SCHEDULE**

Prices as listed in the Price Schedule hereto attached, **ARE FIRM**.

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TO ESTABLISH A PRICE AGREEMENT FOR TREE MAINTENANCE  
THROUGHOUT THE NMDOT DISTRICT 3 AREA. THIS AGREEMENT  
SHALL INCLUDE TREE DOCTORING, TRIMMING, REMOVAL OF  
DEAD LIMBS, COMPONENTS AND, IF NECESSARY, THE TOTAL  
REMOVAL OF TREE(S), STUMP (S), ETC.

M001

WORK SHALL INCLUDE THE PREPARATION OF A WORK PLAN TO  
IDENTIFY PROBLEMS AND THE NECESSARY CORRECTIVE ACTION.  
ALL WORK SHALL BE SUBJECT TO PUBLIC REVIEW.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM  
DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (S) OF  
THREE (3) ADDITIONAL YEARS, ON A YEAR-BY-YEAR BASIS, BY  
MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW  
MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS  
AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED FOUR (4)  
YEARS.

NO PERSON SHALL ACT AS A CONTRACTOR WITHOUT A LICENSE ISSUED  
BY THE (CONSTRUCTION INDUSTRIES) DIVISION CLASSIFIED TO  
COVER THE TYPE OF WORK TO BE UNDERTAKEN. NO BID ON A  
CONTRACT SHALL BE SUBMITTED UNLESS THE CONTRACTOR HAS A  
VALID LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES)  
DIVISION TO BID AND PERFORM THE TYPE OF WORK TO BE  
UNDERTAKEN, § 60-13-12, NMSA 1978.

CONTRACTORS LICENSE NO. 027681.

WORKING HOURS WILL BE 7:30 AM TO 4:30 PM MONDAY THROUGH  
FRIDAY UNLESS PRIOR WRITTEN AUTHORIZATION HAS BEEN PROVIDED  
BY THE DISTRICT ENGINEER OR DESIGNEE.

M002

NO MAINTENANCE WILL BE STARTED WITHOUT THE CONTRACTOR PRO-  
VIDING EITHER WRITTEN OR ORAL NOTICE, A MINIMUM OF TWO (2)  
DAYS IN ADVANCE TO EITHER THE DISTRICT ENGINEER OR DESIGNEE.

CONTRACTOR WILL RESPOND WITHIN FOUR (4) HOURS FOR EMERGENCY  
SERVICE AND WITHIN ONE (1) WEEK FOR NORMAL SERVICE UNLESS  
OTHERWISE INDICATED BY THE DISTRICT ENGINEER OR DESIGNEE.  
PAYMENT IS TO START ON ARRIVAL AT WORKSITE. NO TRAVEL TIME  
WILL BE ALLOWED FOR PERSONNEL WITHIN A THIRTY-FIVE (35) MILE  
RADIUS OF THE I-25/I-40 INTERSECTION, ALBUQUERQUE, NM.

THE CONTRACTOR IS ADVISED THAT THEY MUST MEET WITH THE  
DISTRICT ENGINEER OR DESIGNEE AT THE WORK SITE TO OBTAIN  
A CLEAR UNDERSTANDING OF THE WORK TO BE DONE. THE COST OF

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THE SITE REVIEW SHALL BE INCIDENTAL TO THE PROVISION OF  
SERVICES AND NO SEPARATE PAYMENT SHALL BE MADE.

THE CONTRACTOR SHALL SUBMIT A WORK PLAN AND ESTIMATED COST  
FOR APPROVAL BY THE DISTRICT ENGINEER OR DESIGNEE PRIOR TO  
STARTING ANY NON-EMERGENCY WORK. THE COST OF EVALUATING THE  
WORK ORDER SHALL BE INCIDENTAL TO THE PROVISION OF SERVICES  
AND NO SEPARATE PAYMENT SHALL BE MADE. THE CONTRACTOR IS  
IS ADVISED THAT INVOICED AMOUNTS THAT EXCEED APPROVED COST  
ESTIMATES WILL NOT BE PAID, UNLESS APPROVED, IN WRITING, BY  
THE DISTRICT ENGINEER OR DESIGNEE.

CONTRACTOR SHALL BE A CERTIFIED ARBORIST, TRAINED IN THE  
CORRECT PRUNING ASPECTS AND TECHNIQUES OF TREE TRIMMING.  
PRUNING OF TREES SHALL ONLY BE PERFORMED BY QUALIFIED TREE  
WORKERS WHO ARE FAMILIAR WITH THE TECHNIQUES AND HAZARDS OF  
ARBORICULTURAL WORK INCLUDING TRIMMING, MAINTANANCE,  
REPAIRING OR REMOVING TREES AND THE EQUIPMENT WHICH IS USED  
IN SUCH OPERATIONS. FINE PRUNING SHALL CONSIST OF THE  
REMOVAL OF DEAD, DYING, DISEASED, DECAYED, INTERFERING,  
OBJECTIONABLE, OBSTRUCTING, AND WEAK BRANCHES, AS WELL AS  
SELECTIVE THINNING TO LESSEN WIND RESISTANCE. THE REMOVAL OF  
SUCH DESCRIBED BRANCHES IS TO INCLUDE THOSE ON THE MAIN  
TRUNKS, AS WELL AS THOSE INSIDE THE LEAF AREA. AN  
OCCASIONAL UNDESIRABLE BRANCH UP TO ONE HALF (1/2") IN  
DIAMETER, MAY REMAIN WITHIN THE MAIN LEAF AREA TO ITS FULL  
LENGTH WHEN IT IS NOT PRACTICAL TO REMOVE IT.

M003

ALL CUTS SHALL BE MADE AS CLOSE AS POSSIBLE TO THE TRUNK OR  
PARENT LIMB, WITHOUT CUTTING INTO THE BRANCH COLLAR OR  
LEAVING A PROTRUDING STUB. BARK AT THE EDGE OF ALL PRUNING  
CUTS SHOULD REMAIN FIRMLY ATTACHED. ALL BRANCHES TOO LARGE  
TO SUPPORT WITH ONE HAND SHALL BE PRE-CUT TO AVOID  
SPLITTING OR TEARING OF THE BARK. WHERE NECESSARY, ROPES OR  
OTHER EQUIPMENT SHOULD BE USED TO LOWER LARGE BRANCHES OR  
STUBS TO THE GROUND. NO WOUND TREATMENT WILL BE USED.  
ANY EQUIPMENT THAT WILL DAMAGE THE BARK AND CAMBIUM LAYER  
SHALL NOT BE USED ON THE TREE. CLIMBING SPURS, HOOKS, OR  
IRONS ARE TYPICALLY HARMFUL TO LIVE TREES. SHARP TOOLS  
SHALL BE USED SO THAT CLEAN CUTS WILL BE MADE AT ALL TIMES.  
ALL TOOLS USED TO MAKE PRUNING CUTS SHALL BE DISINFECTED  
WITH A CLOROX-TYPE SOLUTION OF 5% BEFORE PRUNING BEGINS ON  
ANOTHER TREE. TREES WHICH ARE SUSCEPTIBLE TO SERIOUS  
INFECTIOUS DISEASES SHOULD NOT BE PRUNED AT THE TIME OF YEAR  
DURING WHICH THE PATHOGENS CAUSING THE DISEASES OR THE  
INSECT VECTORS ARE MOST ACTIVE. PRUNING WILL ALSO BE AVOIDED  
IF THE WOUND WILL ATTRACT HARMFUL INSECTS. THE WEAKER OR

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LESS DESIRABLE OF CROSSED OR RUBBING BRANCHES SHALL BE  
REMOVED, BUT SUCH REMOVAL SHOULD NOT LEAVE LARGE OPEN  
SPACES IN THE GENERAL OUTLINE OF THE TREE. WHERE PRACTICAL,  
ALL VISIBLE GIRDLING ROOTS WILL BE CUT AT EITHER END,  
SEVERED IN THE CENTER WITH A CHISEL TO ALLOW THE GROWING  
TREE TO PUSH THE ROOT AWAY, OR THE SECTION OF THE ROOT SHALL  
BE REMOVED. THE PRESENCE OF ANY DISEASE CONDITION, FUNGUS  
FRUIT BODIES, DECAYED TRUNK OR BRANCHES, SPLIT CROTCHES,  
CRACKS, OR OTHER STRUCTURAL WEAKNESS SHALL BE REPORTED TO  
THE PROJECT COORDINATOR.

IN ORDER TO CONTROL POSSIBLE ENVIROMENTAL POLLUTION ARISING M004  
FROM THE ACTIVITIES ASSOCIATED WITH THIS CONTRACT, THE  
CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE,  
AND LOCAL REGULATIONS OR LAWS CONCERNING THE ENVIROMENT AND  
POLLUTION CONTROL. THIS INCLUDES CONSIDERATION OF AIR, WATER  
AND LAND ISSUES AS WELL AS NOISE, SOLID WASTE MANAGMENT AND  
POLLUTANTS.

IF OVERHEAD UTILITY LINES EXIST VENDOR MUST CONTACT THE M005  
APPROPRIATE UTILITY COMPANY AND GET APPROVAL PRIOR TO  
BEGINNING OPERATIONS. THIS ALSO INCLUDES ANY SPOT CHECKS  
FOR UNDERGROUND UTILITIES.

CONTRACTOR AGREES TO: M006

A. FURNISH ALL EQUIPMENT, MATERIAL, LABOR AND TOOLS,  
REQUIRED TO PERFORM THE WORK SPECIFIED.

B. PROVIDE COMPETENT SUPERVISION AND SKILLED PERSONNEL TO  
CARRY ON ALL WORK IN PROGRESS.

C. COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS GOVERNING  
SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE  
ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND  
TAKE ANY OTHER NEEDED ACTIONS NECESSARY TO PROTECT THE LIFE  
AND HEALTH OF EMPLOYEES ON THE JOB AND THE SAFETY OF THE  
PUBLIC, AND TO PROTECT THE PROPERTY OF THE STATE OF NEW  
MEXICO IN CONNECTION WITH THE PERFORMANCE OF THE WORK  
COVERED BY THIS CONTRACT.

D. PROVIDE THE WORKMEN ADEQUATE INSURANCE, INCLUDING BUT  
NOT LIMITED TO WORKMAN'S COMPENSATION.

E. MAKE NECESSARY ARRANGEMENTS FOR STORAGE OF HIS TOOLS  
AND/OR EQUIPMENT. THE NMDOT WILL NOT BE RESPONSIBLE FOR  
ANY LOST OR STOLEN PROPERTY.

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F. BE RESPONSIBLE FOR ALL CLEANUP WORK ON THE PROJECT SITE  
AND AT THE EQUIPMENT STORAGE AREA(S) PRIOR TO FINAL  
INSPECTION AND ACCEPTANCE.

G. COMPLY WITH ALL APPLICABLE CODES FOR THIS TYPE OF WORK.

H. BE HELD LIABLE FOR ANY DAMAGES WHICH OCCUR BECAUSE OF  
HIS NEGLIGENCE OR THAT OF HIS EMPLOYEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE, IT'S  
OFFICERS AND EMPLOYEES, AGAINST LIABILITY, CLAIMS, DAMAGES,  
LOSSES OR EXPENSES ARISING OUT OF BODILY INJURY TO PERSONS  
OR DAMAGE TO PROPERTY CAUSED BY, OR RESULTING FROM,  
CONTRACTOR'S AND/OR ITS EMPLOYEES, OWN NEGLIGENT ACT/S OR  
COMMISSION/S WHILE CONTRACTOR, AND/OR ITS EMPLOYEES,  
PERFORM/S OR FAILS TO PERFORM IT'S OBLIGATIONS AND DUTIES  
UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS  
SAVE HARMLESS AND INDEMNIFICATION CLAUSE IS SUBJECT TO THE  
IMMUNITIES, PROVISIONS, AND LIMITATIONS OF THE TORT CLAIMS  
ACT (41-4-1, ET SEQ., N.M.S.A. 1978 COMP) AND SECTIONS  
56-7-1 N.M.S.A. 1978 COMP. AND ANY AMENDMENTS THERETO.  
IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES EXECUTING  
THIS AGREEMENT THAT IT IS NOT INTENDED BY ANY OF THE  
PROVISIONS OF ANY PART OF THE AGREEMENT TO CREATE THE  
PUBLIC OR ANY MEMBER THEREOF A THIRD PARTY BENEFICIARY OR TO  
AUTHORIZE ANYONE NOT A PARTY TO THE AGREEMENT TO A SUIT(S)  
FOR WRONGFUL DEATH(S), DAMAGE(S) TO PROPERTY(IES) AND/OR  
OTHER CLAIM/S WHATSOEVER PURSUANT TO THE PROVISIONS OF  
THIS AGREEMENT.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT THE CONTRACTORS  
EXPENSE INSURANCE OF THE KINDS AND IN THE AMOUNTS HEREIN  
PROVIDED. THIS INSURANCE SHALL BE PROVIDED BY INSURANCE  
COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO AND SHALL  
COVER ALL OPERATIONS UNDER THE CONTRACT, WHETHER PERFORMED  
BY THE CONTRACTOR, THE CONTRACTOR'S AGENTS OR EMPLOYEES OR  
BY SUBCONTRACTORS. ALL INSURANCE PROVIDED SHALL REMAIN IN  
FULL FORCE AND EFFECT FOR THE ENTIRE PERIOD OF THE WORK, UP  
TO AND INCLUDING FINAL ACCEPTANCE, AND THE REMOVAL OF ALL  
EQUIPMENT AND EMPLOYEES, AGENTS AND SUBCONTRACTORS THEREFROM  
(A) PUBLIC LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.  
1. FEDERAL LIABILITY: BODILY INJURY LIABILITY AND PROPERTY  
DAMAGE LIABILITY INSURANCE APPLICABLE IN FULL TO THE SUBJECT  
PROJECT SHALL BE PROVIDED IN THE FOLLOWING MINIMUM AMOUNTS:  
BODILY INJURY LIABILITY:  
\$1,000,000 EACH PERSON; \$2,000,000 EACH OCCURRENCE  
(AGGREGATE)

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PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (AGGREGATE)

A. THE POLICY TO PROVIDE THIS INSURANCE IS TO BE WRITTEN ON A COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM WHICH MUST INCLUDE THE FOLLOWING:

1. COVERAGE FOR LIABILITY ARISING OUT OF THE OPERATION OF INDEPENDENT CONTRACTORS.
2. COMPLETED OPERATION COVERAGE.
3. ATTACHMENT OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT.

B IN THE EVENT THAT A FORM OF WORK NEXT TO AN EXISTING BUILDING OR STRUCTURE IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF:

1. THE COLLAPSE OF OR STRUCTURAL INJURY TO BUILDINGS OR STRUCTURE DUE TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACKFILLING IN CONNECTION THEREWITH, OR TO TUNNELING. CONFERDAM WORK OR CAISSON WORK OR THE MOVING, SHORING, UNDER PINNING, RAZING OR DEMOLITION OF BUILDINGS OR STRUCTURES OR REMOVAL OR REBUILDING OF STRUCTURAL SUPPORTS THEREOF.

D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF INJURY TO OR DESTRUCTION OF WIRES CONDUITS, PIPES, MAINS, SEWERS, OR OTHER SIMILAR PROPERTY OR ANY APPARATUS IN CONNECTION THEREWITH BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY OR OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF EXCAVATING, DIGGING OR DRILLING, OR TO INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.

1. AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR THE CONTRACTOR (WHETHER INCLUDED IN THE POLICY PROVIDING GENERAL LIABILITY INSURANCE OR IN A SEPERATE POLICY) MUST PROVIDE LIABILITY FOR THE OWNERSHIP, OPERATION AND MAINTENANCE OF OWNED, NON-OWNED AND HIRED CARS. THE LIMITS OF LIABILITY INSURANCE SHALL BE PROVIDED IN THE FOLLOWING AMOUNTS.

BODILY INJURY LIABILITY:

\$1,000,000 EACH PERSON; \$2,000,000 EACH OCCURRENCE  
(AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (AGGREGATE)

(B) WORKER'S COMPENSATION INSURANCE.

THE CONTRACTOR'S SHALL ALSO CARRY WORKER'S COMPENSATION INSURANCE OR OTHERWISE FULLY COMPLY WITH THE PROVISION OF THE NEW MEXICO WORKMEN'S COMPENSATION ACT AND OCCUPATIONAL DISEASE DISABLEMENT LAW.

IF THE CONTRACTOR IS AN "OWNER-OPERATOR" OF SUCH EQUIPMENT, IT IS AGREED THAT THE STATE OF NEW MEXICO ASSUMES NO



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RESPONSIBILITY, FINANCIAL OR OTHERWISE, FOR ANY INJURIES  
SUSTAINED BY THE "OWNER-OPERATOR" DURING THE PERFORMANCE OF  
SAID CONTRACT.

(C) CERTIFICATE OF INSURANCE/DEPARTMENT AS ADDITIONAL  
INSURED. THE CONTRACTOR BEING AWARDED THE CONTRACT/PRICE  
AGREEMENT SHALL FURNISH EVIDENCE OF CONTRACTOR'S INSURANCE  
COVERAGE BY A CERTIFICATE OF INSURANCE. THE CERTIFICATE OF  
INSURANCE SHALL BE SUBMITTED PRIOR TO AWARD OF THE CONTRACT/  
PRICE AGREEMENT.

THE CONTRACTOR SHALL HAVE THE N.M. DEPARTMENT OF  
TRANSPORTATION NAMED AS AN ADDITIONAL INSURED ON  
THE COMPREHENSIVE GENERAL LIABILITY FORM FURNISHED BY THE  
CONTRACTOR PURSUANT TO PARAGRAPH (A) 1. AND (A) 2., OF THIS  
SUBSECTION. THE CERTIFICATE OF INSURANCE SHALL STATE THAT  
THE COVERAGE PROVIDED UNDER THE POLICY IS PRIMARY OVER ANY  
OTHER VALID AND COLLECTIBLE INSURANCE.

THE CERTIFICATE OF INSURANCE SHALL ALSO INDICATE COMPLIANCE  
WITH THESE SPECIFICATIONS AND SHALL CERTIFY THAT THE  
COVERAGE SHALL NOT BE CHANGED, CANCELLED OR ALLOWED TO LAPSE  
WITHOUT GIVING THE DEPARTMENT THIRTY (30) DAYS WRITTEN  
NOTICE. ALSO, A CERTIFICATE OF INSURANCE SHALL BE FURNISHED  
TO THE DEPARTMENT ON RENEWAL OF A POLICY OR POLICIES AS  
NECESSARY DURING THE TERMS OF THE CONTRACT. THE DEPARTMENT  
SHALL NOT ISSUE A NOTICE TO PROCEED UNTIL SUCH TIME AS THE  
ABOVE REQUIREMENTS HAVE BEEN MET.

(D) UMBRELLA COVERAGE. THE INSURANCE LIMITS CITED IN THE  
ABOVE PARAGRAPHS ARE MINIMUM LIMITS. THIS SPECIFICATION IS  
IN NO WAY INTENDED TO DEFINE WHAT CONSTITUTES ADEQUATE  
INSURANCE COVERAGE FOR INDIVIDUAL CONTRACTOR. THE  
DEPARTMENT WILL RECOGNIZE FOLLOWING FROM EXCESS COVERAGE  
(UMBRELLA) AS MEETING THE REQUIREMENTS OF SUBSECTION (A) 1.A  
OF SECTION, SHOULD SUCH INSURANCE OTHERWISE MEET ALL  
REQUIREMENTS OF SUCH SUBSECTIONS.

(E) OPTIMAL, INSURANCE. THE CONTRACTOR SHALL PROCURE AND  
MAINTAIN, WHEN REQUIRED BY THE DEPARTMENT, FORM AND TYPES OF  
BAILEE INSURANCE SUCH AS, BUT NOT LIMITED TO BUILDER'S RISK  
INSURANCE, CONTRACTOR'S EQUIPMENT INSURANCE, RIGGER'S  
LIABILITY PROPERTY INSURANCE, ETC. IN AN AMOUNT NECESSARY TO  
PROTECT THE DEPARTMENT AGAINST CLAIMS, LOSSES AND EXPENSES  
ARISING FROM THE DAMAGE, DISAPPEARANCE OR DESTRUCTION OF  
PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE  
CONTRACTOR, INCLUDING PROPERTY OF OTHERS BEING INSTALLED,  
ERECTED OR WORKED UPON BY THE CONTRACTOR, HIS AGENTS OR  
SUBCONTRACTORS.

ADDITION TO THE ABOVE REQUIREMENTS:

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RAILROAD INSURANCE. IN THE EVENT THAT RAILROAD PROPERTY IS  
AFFECTED BY THE SUBJECT CONTRACT, THE CONTRACTOR  
IN ADDITION TO THE ABOVE REQUIRMENTS, SHALL BE REQUIRED  
TO FURNISH A RAILROAD PROTECTIVE LIABILITY POLICY IN THE  
NAME OF THE RAILROAD COMPANY INVOLVED. IN ADDITION, ON  
THOSE RAIL THAT ARE USED BY THE NATIONAL RAILROAD PASSENGER  
CORPORATION (NRPC), THE CONTRACTOR WILL ALSO OBTAIN A  
RAILROAD PROTECTIVE LIABILITY POLICY IN THE NAME OF  
NRPC. THE LIMITS OF LIABILITY FOR THE RAILROAD PROTECTIVE  
LIABILITY POLICY (OR POLICIES) MUST BE NEGOTIATED WITH THE  
RAILROAD COMPANY ON A HAZARD & RISK BASIS. IN NO EVENT WILL  
THE LIMITS EXCEED THE FOLLOWING:  
BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY:  
2,000,000 EACH OCCURENCE

LIABILITY & PHYSICAL DAMAGE TO PROPERTY:  
6,000,000 AGGRGATE

THE LIMITS OF LIABILITY STATED ABOVE APPLY TO THE COVERAGES  
AS SET FORTH IN RAILROAD PROTECTIVE LIABILITY ENDORSMENT  
FORM, SUBJECT TO THE TERMS, CONDITIONS, & EXCLUSIONS FOUND  
IN THE FORM.

THE POLICY MUST AFFORD COVERAGE AS PROVIDED IN THE STANDARD  
RAILROAD PROTECTIVE LIABILITY ENDORSMENT (AASHTO FORM).

THE CONDITIONS LISTED IN THE ABOVE PARAGRAPHS ARE AN  
INTEGRAL PART OF THIS BID AND SHALL BE THE CONDITIONS  
REGULATING THE PERFORMANCE OF ANY CONTRACT BETWEEN THE  
BIDDER AND THE STATE OF NEW MEXICO AND ANY COMMISSION  
DIVISION OR DEPARTMENT THEREOF.

THE USING AGENCY WILL PROVIDE AN ENGINEER OR DESIGNEE TO  
INSPECT OPERATIONS. THE ENGINEER OR DESIGNEE WILL BE  
RESPONSIBLE FOR ENFORCEMENT AND INTERPRETATION OF THE  
SPECIFICATIONS CONTAINED HEREIN AND HIS DECISION WILL BE  
CONSIDERED FINAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
THE PROJECT BEING COMPLETED IN ACCORDANCE WITH THE  
SPECIFICATIONS AND SHALL GUARANTEE WORKMANSHIP & QUALITY.

THIS IS A PUBLIC WORKS CONTRACT SUBJECT TO THE PROVISIONS  
OF THE PUBLIC WORKS MINIMUM WAGE ACT, SECTION 13-4-11 TO  
13-4-17, ET SEQ., NMSA 1978, AS AMENDED. MINIMUM WAGE  
RATES AS DETERMINED AND PUBLISHED BY THE STATE LABOR  
COMMISSION, SANTA FE, NEW MEXICO, SHALL BE IN EFFECT  
AND UTILIZED BY THE CONTRACTOR DURING THE LIFE OF THIS  
CONTRACT. WAGE DECISION NO. BE 05-1433 A DATED 10-28-05  
IS PART OF THIS AGREEMENT.

IF CONTRACTOR OR SUBCONTRACTOR IS WILLFULLY PAYING HIS

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LABORERS, MECHANICS, AND OPERATORS LESS THAN THE RATES  
REQUIRED BY THE CONTRACT FOR THE WORK THE LABORERS,  
MECHANICS, AND OPERATORS ARE PERFORMING, THE CONTRACTOR  
OR SUBCONTRACTOR MAY LOSE HIS RIGHT TO PROCEED WITH THE  
WORK.

BASIS OF PAYMENT:

M007

THE WORK PERFORMED AND THE MATERIALS FURNISHED AS PRESCRIBED  
SHALL BE PAID FOR AT THE CONTRACT PRICE BID FOR COMPLETE  
INSTALLATION, WHICH PRICE AND PAYMENT SHALL BE FULL COMPESA-  
TION FOR FURNISHING, ERECTING AND FOR ALL LABOR, EQUIPMENT,  
TOOLS, MATERIALS AND INCIDENTALS NECESSARY TO COMPLETE THE  
WORK.

GENERAL SPECIFICATIONS:

THESE SPECIFICATIONS, THE PLANS AND ANY OTHER PROVISIONS  
INCLUDED IN OR ATTACHED TO THE CONTRACT OR PURCHASE ORDER  
ARE ESSENTIAL PARTS OF SUCH CONTRACT OR PURCHASE ORDER,  
AND A REQUIREMENT IN ONE IS AS BINDING AS THROUGH OCCURRING  
IN ALL.

THE TERMS, CONDITIONS, DEFINITIONS AND REQUIREMENTS NOT  
SPECIFICALLY MENTIONED ABOVE SHALL CONFORM TO THE  
REQUIREMENTS, WHERE APPLICABLE, TO THE NEW MEXICO  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS  
FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 1994. SAID  
STANDARD SPECIFICATIONS MAY BE WAIVED WHEN SUCH WAIVER IS  
MADE IN WRITING BY THE ENGINEER.

CONTRACTOR USE OF PREMISES:

M008

THE CONTRACTOR SHALL LIMIT HIS USE OF THE PREMISES TO THE  
WORK INDICATED. CONFINE OPERATIONS AT THE SITE TO THE AREAS  
PERMITTED. PORTIONS OF THE SITE BEYOND AREAS ON WHICH WORK  
IS INDICATED ARE NOT TO BE DISTURBED. KEEP EXISTING  
DRIVEWAYS AND ENTRANCES SERVING THE PREMISES CLEAN AND  
AVAILABLE AT ALL TIMES. DO NOT USE FOR PARKING OR STORAGE  
OF MATERIALS.

DO NOT ENCUMBER THE SITE WITH MATERIALS OR EQUIPMENT.  
CONFINE STORAGE OF MATERIALS AND LOCATION OF STORAGE AREAS  
TO AREAS APPROVED. LOCK AUTOMOTIVE TYPE VEHICLES AND OTHER  
MECHANIZED OR MOTORIZED CONSTRUCTION EQUIPMENT, WHEN PARKED  
AND UNATTENDED. THE CONTRACTOR SHALL COORDINATE ALL  
CONSTRUCTION ACTIVITIES WITH THE DISTRICT ENGINEER OR  
DESIGNEE. RECEIVE, STORE AND HANDLE PRODUCTS, MATERIALS  
AND EQUIPMENT IN A MANNER THAT WILL PREVENT LOSS,  
DETERIORATION AND DAMAGE OR EXPOSURE TO WEATHER. SCHEDULE  
DELIVERIES SO AS TO MINIMIZE LONG-TERM STORAGE AT THE

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PROJECT SITE. CONTRACTOR WILL BE RESPONSIBLE FOR LOADING/  
UNLOADING ALL MATERIALS REQUIRED TO PERFORM THE PROJECT.  
CONTRACTOR TO PROVIDE FACILITIES AND OR EQUIPMENT FOR  
HOISTING OR LIFTING MATERIALS AND EMPLOYEES. WILL NOT PERMIT  
EMPLOYEES TO RIDE HOISTS WHICH COMPLY ONLY WITH REQUIREMENTS  
FOR HOISTING MATERIALS. STRICTLY ENFORCE DAILY REQUIREMENTS.

CONTRACTOR SHALL PROVIDE A MULCHING OR CHIPPER MACHINE  
FOR DISPOSAL OF LIMBS OR OTHER DEBRIS. CONTRACTOR WILL  
COMPLY WITH ANSI B175.1-85, CHAINSAW SAFETY, ANSI Z133.1-88,  
TREE CARE OPERATIONS, AND ALL OTHER APPLICABLE SAFETY  
REGULATIONS. CONTRACTORS EQUIPMENT MUST BE IN GOOD CONDITION  
AND CAPABLE OF TRIMMING, CUTTING, GRINDING AND REMOVAL OF  
RELATED DEBRIS IN A NORMAL MANNER CONSISTENT WITH QUALITY  
COMMERCIAL TREE CUTTING, TRIMMING AND REMOVAL. MACHINE CHIP  
LIMBS, TWIGS AND SMALL BRANCHES, CHIPPED MATERIAL AND SMALL  
DEBRIS SHALL BE STOCKPILED AT AN AGREED UPON LOCATION. NO  
MATERIAL OR DEBRIS SHALL BE LEFT AT THE WORK SITE OVERNIGHT  
UNLESS SPECIFICALLY AGREED TO BY THE DISTRICT ENGINEER OR  
HIS DESIGNEE UNDER UNUSUAL CIRCUMSTANCES. SIDEWALKS, GUTTERS  
STREETS, PARKING AREAS, DRIVEWAYS, RAMPS, ENTRANCES, ETC.  
SHALL BE CLEARED OF DEBRIS BEFORE LEAVING THE IMMEDIATE AREA  
THESE AREAS WILL ALSO NOT BE USED FOR PARKING OR STORAGE OF  
MATERIALS.

CONTRACTOR SHALL ENSURE THAT TREE TRUNKS, BRANCHES OR LIMBS  
WILL NOT DAMAGE BUILDINGS, TRAILERS, AUTOMOBILES OR ANY OTHER  
PROPERTY CLOSE TO THE SITE AS THEY ARE REMOVED. CONTRACTOR  
SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PRIVATE OR PUBLIC  
PROPERTY RESULTING FROM HIS NEGLIGENCE IN THIS REGARD.

CONTRACTOR SHALL ESTABLISH A SYSTEM FOR DAILY COLLECTION  
AND DISPOSAL OF WASTE MATERIALS, LIMBS AND/OR OTHER DEBRIS.  
CONTRACTOR IS TO DISPOSE OF MATERIAL IN A LAWFUL MANNER AT  
AN APPROVED DISPOSAL SITE. DISPOSAL IS INCIDENTAL TO THE  
PROVISION OF SERVICES AND NO SEPARATE PAYMENT SHALL BE MADE.  
BURYING OR BURNING OF WASTE MATERIAL ON SITE OR WASHING  
WASTE MATERIAL DOWN SEWERS WILL NOT BE PERMITTED.

TREE REMOVAL:

TREES THAT ARE TO BE REMOVED ARE OF MIXED SPECIES. REMOVAL  
SHALL INCLUDE REMOVAL OF ALL FIBROUS MATERIAL INCLUDING THE  
STUMP AND ALL VISIBLE SURFACE ROOTS WITHIN A 10 FOOT RADIUS  
OF THE STUMP TO A 12" DEPTH. VOID AREAS LEFT BY REMOVAL OF A  
TREE SHALL BE BACKFILLED WITH AN APPROVED TOPSOIL BLEND AND  
SODDED. SOD WILL GENERALLY BE PLACED WITHIN 24 HOURS AFTER  
STRIPPING AND PROTECTED AGAINST DRYING AND BREAKING OF

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ROLLED STRIPS.

ALL AREAS WHERE REMOVAL OCCURS SHALL BE RE-LANDSCAPED TO CONFORM TO EXISTING TERRAIN. SPECIAL CARE SHALL BE TAKEN SO AS NOT TO CREATE ANY EROSION PROBLEMS. WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED SUCH AS RUBBLE FILL, ADVERSE DRAINAGE CONDITIONS OR UNFORESEEN OBSTRUCTIONS, CONTRACTOR WILL NOTIFY DISTRICT ENGINEER OR HIS DESIGNEE. IT IS INTENDED THAT THE LAND RESOURCES WITHIN ANY PARTICULAR PROJECT BOUNDARIES BE PRESERVED IN THEIR PRESENT CONDITION OR BE RESTORED AFTER COMPLETION OF THE PROJECT TO A NATURAL APPEARANCE NOT INCONSISTENT WITH THE ORIGINAL LANDSCAPE. ANY TREES OR OTHER LANDSCAPE FEATURE SCARRED OR DAMAGED BY THE CONTRACTORS EQUIPMENT OR OPERATIONS SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTORS EXPENSE. CONTRACTORS ACTIVITIES AND OPERATIONS SHALL BE CONFINED TO THE AREAS DEFINED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

CONTRACTOR WILL BE RESPONSIBLE FOR REQUESTING LINE SPOTS WHEN BREAKING OF SOIL IS REQUIRED TO ACCOMPLISH ORDERED WORK ASSIGNMENTS.

NOTE:

THE DISTRICT ENGINEER OR DESIGNEE MAY MODIFY THE ABOVE REQUIREMENTS, IF AND AS NEEDED, TO MEET ANY SPECIFIC REQUIREMENTS OR LIMITATIONS AT THE WORK SITE.

THE PRICES QUOTED HEREIN REPRESENT THE TOTAL COMPENSATION TO BE PAID BY THE STATE FOR GOODS AND/OR SERVICES PROVIDED. IT IS UNDERSTOOD THAT THE PARTY PROVIDING SAID GOODS AND/OR SERVICES TO THE STATE IS RESPONSIBLE FOR PAYMENT OF ALL COSTS OF LABOR, EQUIPMENT, TOOLS, MATERIALS, FEDERAL TAX, PERMITS, LICENSES, FEES AND ANY OTHER ITEMS NECESSARY TO COMPLETE THE WORK PROVIDED. THE PRICES QUOTED IN THIS CONTRACT INCLUDE AMOUNT SUFFICIENT TO COVER SUCH COSTS. PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS OR LOCAL TAX. TAX SHALL BE ADDED TO INVOICE AT CURRENT RATES AS A SEPERATE ITEM TO BE PAID BY USER.

M009

THE CONDITIONS AND SPECIFICATIONS SET OUT IN THE INVITATION TO BID ARE INSEPARABLE AND INDIVISIBLE. ANY VENDOR, BY SUBMITTING A BID, AGREES TO BE BOUND BY ALL SUCH CONDITIONS OR SPECIFICATIONS SET OUT IN THIS INVITATION TO BID, AND ALL OTHER DOCUMENTS REQUIRED TO BE SUBMITTED, INCLUDING BID BOND, SHALL BE SUBMITTED BY THE VENDOR IN HIS BID PACKAGE. FAILURE TO DO SO OR ANY ATTEMPT TO VARY OR CHANGE THE CONDITIONS OR SPECIFICATIONS OF THE BID SHALL, AT THE DESCRETION OF THE STATE, CONSTITUTE GROUNDS FOR REJECTION

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OF THE ENTIRE BID.

BIDDERS SHALL PROMPTLY NOTIFY THE NMDOT OF ANY  
AMBIGUITY, INCONSISTENCY OR ERROR WHICH THEY MAY DISCOVER  
UPON THE EXAMINATION OF THE BIDDING DOCUMENTS, OR OF THE  
SITE AND LOCAL CONDITIONS.

THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY OR ALL BIDS,  
AND IN PARTICULAR TO REJECT A BID NOT ACCOMPANIED BY DATA  
REQUIRED BY THE BIDDING DOCUMENTS, OR A BID IN ANY WAY  
INCOMPLETE OR IRREGULAR.

CONTRACTOR SHALL BE CONSIDERED AN INDEPENDENT CONTRACTOR  
AND NOT AN EMPLOYEE OF THE STATE OF NEW MEXICO. HOWEVER,  
DIRECTIONS AS TO TIME AND PLACE OF PERFORMANCE AND  
COMPLIANCE WITH RULES AND REGULATIONS MAY BE REQUIRED BY THE  
USING AGENCY.

PAYMENT FOR SERVICES PERFORMED WILL BE INITIATED UPON FINAL  
ACCEPTANCE AND INSPECTION OF COMPLETED WORK. THE CONTRACTOR  
SHALL BE HELD RESPONSIBLE FOR THE PROJECT BEING COMPLETED  
IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

EACH BIDDER WILL SUBMIT WRITTEN PROOF TO THE NEW MEXICO  
DEPARTMENT OF TRANSPORTATION THAT IT HAS BEEN  
INVOLVED IN TREE DOCTORING AND MAINTENANCE OF GROUNDS AND  
ROADWAYS A MINIMUM OF TWO (2) YEARS.

M010

VENDOR SHALL ABIDE WITH THE NMDOT STANDARD SPECIFICATIONS  
FOR ROAD AND BRIDGE CONSTRUCTION, 2000 EDITION, SECTION 700  
TRAFFIC CONTROL DEVICES AND WITH THE MANUAL OF UNIFORM  
TRAFFIC CONTROL DEVICES CURRENT EDITION PART VI - TRAFFIC  
CONTROL FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE  
OPERATIONS. VENDOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AT  
LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCEMENT OF WORK TO  
THE TRAFFIC ENGINEER OF THE USING AGENCY. THE TRAFFIC  
ENGINEER SHALL REVIEW AND APPROVE THE PROPOSED SIGNING,  
LOCATION OF SIGNS AND LOCATION AND TYPE OF ALL TRAFFIC  
CHANNELIZATION DEVICES TO BE UTILIZED PRIOR TO THE BEGINNING  
OF OPERATIONS. ALL LANE CLOSURES AND DETOURS MUST ALSO BE  
APPROVED BY THE TRAFFIC ENGINEER OR DESIGNEE OF THE USING  
AGENCY. THE CONTRACTOR SHALL ALSO PROVIDE SUFFICIENT FLAG-  
MEN, WHEN DEEMED NECESSARY BY THE ENGINEER OR DESIGNEE OF  
THE USING AGENCY, TO ASSIST WITH THE TRAFFIC CONTROL DURING  
OPERATIONS. THE VENDOR SHALL ALSO REMOVE OR COVER TEMPORARY  
SIGNING THAT IS NOT REQUIRED DURING NON-WORKING AND  
NIGHTTIME HOURS. THE SEQUENTIAL FLASHING ARROW UNIT, WHEN  
REQUIRED, SHALL BE THE CASSELL EARLY WARNING MODEL OR EQUAL.  
AT LEAST ONE LANE SHALL BE KEPT OPEN TO TRAFFIC, WITH  
ADEQUATE FLAGGING, WHEN WORKING ON A TWO-LANE ROAD AND  
TREATED ROADWAYS SHALL BE REOPENED TO TRAFFIC DURING  
NIGHTTIME OR NON-WORKING HOURS.

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BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A  
SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW  
MEXICO IN THE AMOUNT OF 5% OF THE TOTAL BID, OR THE  
EQUIVALENT BY MEANS OF A CASHIER'S CHECK, MUST ACCOMPANY  
EACH BID.

M011

PRIOR TO ISSUANCE OF A CONTRACT ORDER, THE SUCCESSFUL  
AWARDED CONTRACTOR (S) MUST PROVIDE A PERFORMANCE BOND AND A  
PAYMENT & MATERIALS BOND EQUAL TO 100% OF THE TOTAL CONTRACT  
ORDER. SAID BONDS MUST BE PROVIDED TO THE USING AGENCY  
OFFICE WITHIN 10 CALENDAR DAYS AFTER NOTIFICATION BY THE  
DEPARTMENT AND ARE TO BE FILED WITH THE AGENCY'S PURCHASING  
OFFICE. FAILURE TO COMPLY SHALL RESULT IN ORDER BEING ISSUED  
TO ANOTHER VENDOR AND THE DIFFERENCE BEING CHARGED BACK TO  
THE AWARDED CONTRACTOR (S). IF THE DEPARTMENT INCREASES THE  
ORIGINAL ORDER AMOUNT, CONTRACTOR (S) SHALL PROVIDE A  
PERFORMANCE BOND TO COVER THE ADDITIONAL WORK.

WITHIN FIFTEEN DAYS AFTER THE DATE THE DEPARTMENT RECEIVES  
WRITTE NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED  
FOR SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL  
PROPERTY DELIVERED ON SITE AND RECEIVED, THE DEPARTMENT  
SHALL ISSUE A WRITTEN CERTIFICATION OF COMPLETE OR PARTIAL  
ACCEPTANCE OR REJECTION OF THE SERVICES, CONSTRUCTION OR  
ITEMS OF TANGIBLE PERSONAL PROPERTY. IF THE DEPARTMENT FINDS  
THAT THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL  
PROPERTY ARE NOT ACCEPTABLE, IT SHALL, WITHIN THIRTY DAYS  
AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE  
CONTRACTOR THAT PAYMENT IS REQUESTED, PROVIDE TO THE  
CONTRACTOR A LETTER OF EXCEPTION EXPLAINING THE DEFECT OR  
OBJECTION TO THE SERVICES, CONSTRUCTION OR DELIVERED TANGIBLE  
PERSONAL PROPERTY ALONG WITH DETAILS OF HOW THE CONTRACTOR  
MAY PROCEED TO PROVIDE REMEDIAL ACTION. UPON CERTIFICATION BY  
THE DEPARTMENT THAT THE SERVICES, CONSTRUCTION OR ITEMS OF  
TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED,  
PAYMENT SHALL BE TENDERED TO THE CONTRACTOR WITHIN THIRTY  
DAYS AFTER THE DATE OF CERTIFICATION. IF PAYMENT IS MADE BY  
MAIL, THE PAYMENT SHALL BE DEEMED TENDERED ON THE DATE IT IS  
POSTMARKED. AFTER THE THIRTIETH DAY FROM THE DATE THAT  
WRITTEN CERTIFICATION OF ACCEPTANCE IS ISSUED, LATE PAYMENT  
CHARGES SHALL BE PAID ON THE UNPAID BALANCE DUE ON THE  
CONTRACT TO THE CONTRACTOR OR AT THE RATE OF 1 1/2 PERCENT  
PER MONTH. FOR PURCHASES FUNDED BY STATE OR FEDERAL GRANTS  
TO LOCAL PUBLIC BODIES, IF THE LOCAL PUBLIC BODY HAS NOT RE-  
CEIVED THE FUNDS FROM THE FEDERAL OR STATE FUNDING AGENCY,  
BUT HAS ALREADY CERTIFIED THAT THE SERVICES OR ITEMS OF

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TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED,  
PAYMENTS SHALL BE TENDERED TO THE CONTRACTOR WITHIN FIVE  
WORKING DAYS OF RECEIPT OF FUNDS FROM THAT FUNDING AGENCY.  
FINAL PAYMENT SHALL BE MADE WITHIN THIRTY DAYS AFTER THE  
WORK HAS BEEN APPROVED AND ACCEPTED BY THE DEPARTMENT'S  
SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE. THE  
CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES  
PERTAINING TO WORKERS' COMPENSATION INSURANCE COVERAGE FOR  
ITS EMPLOYEES. IF CONTRACTOR FAILS TO COMPLY WITH THE  
WORKERS' COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED  
TO DO SO, THE CONTRACT MAY BE CANCELLED EFFECTIVE  
IMMEDIATELY.

CONTRACTOR NOTE:

M013

NO PERSON SHALL ACT AS A CONTRACTOR WITHOUT A LICENSE  
ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION  
CLASSIFIED TO COVER THE TYPE WORK TO BE UNDERTAKEN.  
NO BID ON A CONTRACT SHALL BE SUBMITTED UNLESS THE  
CONTRACTOR HAS A VALID LICENSE ISSUED BY THE (CONSTRUCTION  
INDUSTRIES) DIVISION TO BID AND PERFORM THE TYPE WORK TO  
BE UNDERTAKEN, 60-13-12, NMSA 1978.

CONTRACTOR LICENSE NUMBER 027681.

TAX NOTE: PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX  
OR LOCAL OPTION TAX(ES). SUCH TAX OR TAXES SHALL  
BE ADDED AT TIME OF INVOICING AT CURRENT RATE,  
AND SHOWN AS A SEPARATE ITEM TO BE PAID BY USER.

M014

0001 1000.0 HOUR CERTIFIED ARBORIST  
RATE PER HOUR FOR TREE MAINTENANCE.  
PROVIDE FOR THE PRUNING OF TREES.  
REMOVE DAMAGED TREES IF NECESSARY.REMOVE  
WEEDS AND CLEANING OF TRASH AND LITTER.TRIM  
DEAD LIMBS AND REMOVE LIMB DAMAGE OF VARIOUS  
TREES. SUPERVISE EMPLOYEES, COORDINATE  
ARRIVAL AND USE OF EQUIPMENT AND ASSUME  
RESPONSIBILITY FOR THE TIMELY PROGRESSION OF  
OF WORK DURING OPERATIONS.

26.800000 ( 1)

0002 1000.0 HOUR CLIMBER  
RATE PER HOUR FOR AN EMPLOYEE WHO CLIMBS  
ONTO TREE AND CUTS BRANCHES. MAY UTILIZE



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CHAIN SAW, OTHER RELATED EQUIPMENT AND TOOLS.

26.800000 ( 1)

0003 1000.0 HOUR GROUNDWORKER  
AIDS CLIMBER AND PERFORMS RELATED  
GROUNDWORK SUCH AS BUT NOT LIMITED TO  
TRIMMING, PRUNING, CLEANING, AND DISPOSING  
OF ALL DEBRIS.

20.000000 ( 1)

0004 HRLY HOURLY RATE FOR EQUIPMENT NEEDED PER JOB  
(BUCKET TRUCK, DUMP TRUCK, STUMP GRINDER  
, ETC.) APPROXIMATE 200 HOURS

38.000000 ( 1)

0005 1500.0 MILES MILEAGE  
MILEAGE, ONE WAY TO ALL LOCATIONS  
WILL BE CHARGED FOR DISTANCES IN EXCESS OF A  
35 MILES RADIUS OF THE INTERSECTION OF I-25/  
I-40 IN ALBUQUERQUE, NM AND NOT FROM THE  
VENDORS PLACE OF BUSINESS. MILEAGE WILL BE  
BE CHARGED ONE-WAY ONLY; AND NOT ON A ROUND  
TRIP BASIS. LOCATIONS OF WORK TO BE  
ACCOMPLISHED WILL BE DETERMINED BY THE  
DISTRICT MAINTENANCE ENGINEER OR DESIGNEE.

0.990000 ( 1)

0006 750.0 HOUR BRUSH CHIPPER  
PER HOUR RATE FOR THE USE OF A BRUSH  
CHIPPER, WITH OPERATOR.

42.500000 ( 1)

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